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WHEN IN ROME and MUSICWERKS and Counter-defendant ARTIST WORLDWIDE

6 UNITED STATES DISTRICT COURT
7
8 FOR THE CENTRAL DISTRICT OF CALIFORNIA
9
10 WESTERN DIVISION

11 MICHAEL NUTTALL p/k/a/ MICHAEL
12 FLOREALE d/b/a WHEN IN ROME and
13 MUSICWERKS,

Plaintiff,

14 vs.

15 BOBBY GENE JUAREZ a/k/a ROB
16 JUAREZ individually and d/b/a BOSS
17 BOOKING AGENCY and WHEN IN ROME
18 UK and WHEN IN ROME; CLIVE
19 FARRINGTON individually and d/b/a
20 WHEN IN ROME UK and WHEN IN
21 ROME; ANDREW MANN, individually and
22 d/b/a/ WHEN IN ROME UK and WHEN IN
23 ROME

Defendants.

24 CLIVE FARRINGTON,

Counterclaimant

26 vs.

27 MICHAEL NUTTALL p/k/a/ MICHAEL
28 FLOREALE, d/b/a WHEN IN ROME and
MUSICWERKS; ARTIST WORLD WIDE,
an entity unknown

Counterdefendants

CASE NO.: 2:13-CV-08885-PSG-AS

~~[PROPOSED]~~ ORDER ENTERING
STIPULATED PERMANENT
INJUNCTION

1
2 Having considered the parties' Stipulated Permanent Injunction,

3 IT IS HEREBY ORDERED that:

4 Defendants and Plaintiff and their respective predecessors, successors,
5
6 assigns, affiliates, parent corporations, subsidiaries, representatives, agents, officers,
7
8 directors, and shareholders, all entities owned by or affiliated with any of them, and
9
10 all those acting in concert or participation with them shall be permanently enjoined
and restrained from:

11 1. Using or displaying in any manner or media whatsoever, including but
12
13 not limited to advertising, marketing, or promotion (including, but not limited to the
14
15 registration or maintenance of an internet domain name) recorded music, musical
16
17 compositions, or live musical performances, the Mark WHEN IN ROME
18
19 (Registration No. 3,899,742 and Registration No. 4,285,613) (the "Mark") in any
20
21 medium or through use of any technology now known or hereafter developed;

22 2. Assisting, inducing, aiding, or abetting any other person or business
23
24 entity in engaging in or performing any of the activities referred to in paragraph 1
25
26 above;

27 3. Plaintiff, his predecessors, successors, assigns, affiliates, parent
28
29 corporations, subsidiaries, representatives, agents, officers, directors, and

1 shareholders hereby agree that they will only perform live and record music under
2 the name WHEN IN ROME II, and that the “II” shall be of the same size and
3 prominence as the Mark in all advertising, marketing and promotion thereof;
4

5 4. Notwithstanding the foregoing injunction, Defendants Farrington
6 and/or Mann may advertise, market and promote recorded music, musical
7 compositions or live musical performances under their own names, by identifying
8 themselves as “Original Members of When In Rome UK;” provided, however, that
9 said identification be in type size no larger than 50% of Defendant’s own names,
10 and that Defendants otherwise do nothing to cause said identification to be more
11 prominent than their own names and do nothing to confuse or mislead the public
12 with respect to Defendants’ association with the Mark or Plaintiff’s endorsement or
13 authorization of their use of the Mark.; and
14

15 5. Defendants shall not make, post or publish any statement in interviews,
16 online, in correspondence to third parties or otherwise disparaging Plaintiff,
17 challenging or interfering with Plaintiff’s rights in the Marks or Plaintiff’s right to
18 perform or record under the name WHEN IN ROME II consistent with this
19 Injunction. Plaintiff shall not make, post or publish any statement in interviews,
20 online, in correspondence or otherwise disparaging Defendants challenging or
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1 interfering with Defendants' right to perform or record under their individual names
2 as "Original Members of WHEN IN ROME UK" consistent with this Injunction.
3

4 Moreover, no party shall make, post or publish any negative or derogatory
5 statements about the other in interviews, in social media or elsewhere online, or
6
7 otherwise. If third parties post derogatory statements about a Party(ies) on social
8 media or websites under a Parties' control, said controlling party shall on their
9 Party's(ies') website(s), the party shall cause the derogatory post(s) to be deleted
10
11 from his/their website.

12 The Court shall maintain jurisdiction over this Stipulated Permanent
13
14 Injunction and its enforcement. The parties further stipulate and consent to the
15 continuing jurisdiction of this Court to adjudicate any disputes involving the
16
17 Settlement Agreement.

18
19 PHILIP S. GUTIERREZ

20 Date : 12/18/14

United States District Court Judge